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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/699,225	10/31/2003	Kevin G. Gerrits	18174/06501	3401
26116 7590 02/11/2008 SIDLEY AUSTIN LLP 717 NORTH HARWOOD SUITE 3400 DALLAS, TX 75201			EXAMINER IWARERE, OLUSEYE	
			ART UNIT 4127	PAPER NUMBER
			MAIL DATE 02/11/2008	DELIVERY MODE PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

10/699,225

Applicant(s)

GERRITS ET AL.

Examiner

Oluseye Iwarere

Art Unit

4127

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 31 October 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-54 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-54 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 31 October 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-8508)
- Paper No(s)/Mail Date _____

- 4) ☐ Interview Summary (PTO-413)
- Paper No(s)/Mail Date _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____

DETAILED ACTION

1. This communication is a First Office Action Non-final rejection on the merits. Claims 1 – 54, as originally filed, are currently pending and have been considered below.

Double Patenting

2. A rejection based on double patenting of the "same invention" type finds its support in the language of 35 U.S.C. 101 which states that "whoever invents or discovers any new and useful process ... may obtain a patent therefor ..." (Emphasis added). Thus, the term "same invention," in this context, means an invention drawn to identical subject matter. See *Miller v. Eagle Mfg. Co.*, 151 U.S. 186 (1894); *In re Ockert*, 245 F.2d 467, 114 USPQ 330 (CCPA 1957); and *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970).

A statutory type (35 U.S.C. 101) double patenting rejection can be overcome by canceling or amending the conflicting claims so they are no longer coextensive in scope. The filing of a terminal disclaimer cannot overcome a double patenting rejection based upon 35 U.S.C. 101.

3. Claims 25, 33, 41 and 48 are provisionally rejected under 35 U.S.C. 101 as claiming the same invention as that of claims 21, 22, 23 and 24 of copending

Application No. 10704078. This is a provisional double patenting rejection since the conflicting claims have not in fact been patented.

4. The nonstatutory double patenting rejection is based on a judicially created doctrine grounded in public policy (a policy reflected in the statute) so as to prevent the unjustified or improper timewise extension of the "right to exclude" granted by a patent and to prevent possible harassment by multiple assignees. A nonstatutory obviousness-type double patenting rejection is appropriate where the conflicting claims are not identical, but at least one examined application claim is not patentably distinct from the reference claim(s) because the examined application claim is either anticipated by, or would have been obvious over, the reference claim(s). See, e.g., *In re Berg*, 140 F.3d 1428, 46 USPQ2d 1226 (Fed. Cir. 1998); *In re Goodman*, 11 F.3d 1046, 29 USPQ2d 1010 (Fed. Cir. 1993); *In re Longi*, 759 F.2d 887, 225 USPQ 645 (Fed. Cir. 1985); *In re Van Ornum*, 686 F.2d 937, 214 USPQ 761 (CCPA 1982); *In re Vogel*, 422

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F.2d 438, 164 USPQ 619 (CCPA 1970); and *In re Thorington*, 418 F.2d 528, 163 USPQ 644 (CCPA 1969).

A timely filed terminal disclaimer in compliance with 37 CFR 1.321(c) or 1.321(d) may be used to overcome an actual or provisional rejection based on a nonstatutory double patenting ground provided the conflicting application or patent either is shown to be commonly owned with this application, or claims an invention made as a result of activities undertaken within the scope of a joint research agreement.

Effective January 1, 1994, a registered attorney or agent of record may sign a terminal disclaimer. A terminal disclaimer signed by the assignee must fully comply with 37 CFR 3.73(b).

5. Claims 3, 7, 27, 28, 29, 30, 31, 35, 36, 38, 25, 33, 41 and 48 are provisionally rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claims 1 – 14, 16 – 18 and 20, of copending Application No. 10704078. Although the conflicting claims are not identical, they are not patentably distinct from each other because claims 1, 7, 13 and 17 of the copending application include an added limitation of "wherein said final purchase order to said supplier is capable of containing line items from multiple divisions of said supplier," and claim 14 of the copending application includes the added limitation of "(j) wherein said steps (h) and (i) are performed prior to said step (b)," however it does not change the end result.

This is a provisional obviousness-type double patenting rejection because the conflicting claims have not in fact been patented.

Claim Rejections - 35 USC § 103

6. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the

invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

7. The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148

USPQ 459 (1966), that are applied for establishing a background for determining

obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

8. **Claims 1, 4, 5 and 8 are rejected under 35 U.S.C. 103(a) as being unpatentable over Willner et al. (2002/0065736) in view of Wiecha (5,870,717).**

As per claims 1 and 5, Willner discloses a method and computer-based system for updating a computer system for processing a purchase order from a buyer to a supplier, comprising the steps of:

comparing a purchase order from a buyer to a purchase order acknowledgement from a supplier to determine any changes to information in a line item of said purchase order made by said supplier ([0015] The e-procurement system then undergoes an automatic electronic reconciliation process, in which the invoice, which is construed as an acknowledgement, is compared with the stored record of the order, which is construed as the purchase order, on an item by item basis which is construed as line items);

correlating said changes to develop a rule for replacing said information with said replacement information ([0016]; the e-procurement system uses an employee's purchasing history, which is construed as a rule, to perform a compatibility check on requested items. This prevents the inadvertent purchase of items that are incompatible with the employee's known previous purchases. These known previous purchases are construed as replacement information);

However, Willner fails to explicitly disclose said changes including replacing said information with replacement information and adding said rule to a list of known errors that is specific to a trading partner relationship including said supplier and said buyer.

Wiecha teaches a system for ordering items over computer network using an electronic catalog with the features of said changes including replacing said information with replacement information (col. 10, lines 51 – 53; EDI Vendors must be able to support Cancel/Change 860 transactions and their subsequent acknowledgements); and

adding said rule to a list of known errors that is specific to a trading partner relationship including said supplier and said buyer (col. 15, lines 50 – 52; reports all errors and alerts system operator for attention in the event of a major error taking place. Logs problems to a flat file, which is construed as adding to a list).

From this teaching of Wiecha, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the electronic procurement system of Willner to include the replacement information and the adding of a rule to a known list of errors, taught by Wiecha, in order to effectively provide service.

As per claims 4 and 8, Willner discloses the elements of the claimed invention but fails to explicitly disclose, wherein said list of known errors is specific to a trading partner relationship including said supplier and all buyers.

Wiecha teaches a system for ordering items over computer network using an electronic catalog with the feature of wherein said list of known errors is specific to a trading partner relationship including said supplier and all buyers (col. 15, lines 50 – 52; reports all errors, which are construed as including errors specific to a trading partner relationship including said supplier and all buyers).

From this teaching of Wiecha, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the electronic procurement system of Willner to include the list of known errors specific to the supplier and all buyers, taught by Wiecha, in order to provide a relevant means of troubleshooting.

9. Claims 2, 6, 25, 29 – 33 and 37 – 54 are rejected under 35 U.S.C. 103(a) as being unpatentable over Willner et al. (2002/0065736) in view of Wiecha (5,870,717) and Biscotti et al. (7,272,618).

As per claims 25 and 33, Willner discloses a method and computer-based system for processing a purchase order from a buyer to a supplier, comprising the steps of:

(a) selecting a line item in said purchase order for validation ([0013] items, which are construed as line items, electronically selected for purchase, which is construed as a purchase order, either are approved by the e-procurement system, which is construed as validating);

(b) comparing original information in said line item to a catalog containing items offered by said supplier to determine whether said line item is valid ([0015] the e-procurement system then undergoes an automatic electronic reconciliation process, in which the invoice, which is construed as original information in said line item, is compared with the stored record, which is construed as a catalog, of the order on an item by item basis);

(c) in the event that said line item is not valid,

(1) accessing a rule specific to a trading partner relationship including said supplier and said buyer ([0016] the e-procurement system uses an employee's purchasing history, which is construed as a rule specific to the supplier and the buyer, to perform a compatibility check on requested items. This prevents the inadvertent purchase of items that are incompatible with the employee's known previous purchases);

(2) including said line item containing said original information in said final purchase order if said replacement line item is not valid ([0017] If transfer of the surplus inventory is rejected, the purchase request proceeds in the usual manner

discussed above, which is construed as containing original information because no change is made);

(e) transmitting said final purchase order to said supplier for processing ([0014] According to a further aspect of the invention, once a purchase request is approved, an order is transmitted electronically to the vendor whose catalog item is selected);

(f) receiving a purchase order acknowledgement from said supplier ([0014] In due course, the vendor electronically transmits an invoice to the purchasing organization, which is construed as an acknowledgement);

(g) comparing said final purchase order to said purchase order acknowledgement to determine any changes to information in a line item of said purchase order made by said supplier ([0015] The e-procurement system then undergoes an automatic electronic reconciliation process, in which the invoice, which is construed as the acknowledgement is compared with the stored record of the order, which is construed as the purchase order on an item by item basis which is construed as a line item);

(h) correlating said changes to develop a rule for replacing said information with said replacement information ([0016]; the e-procurement system uses an employee's purchasing history, which is construed as a rule, to perform a compatibility check on requested items. This prevents the inadvertent purchase of items that are incompatible with the employee's known previous purchases. These known previous purchases are construed as replacement information);

However, Willner fails to explicitly disclose said changes including replacing said information with replacement information and adding said rule to a list of known errors that is specific to a trading partner relationship including said supplier and said buyer.

Wiecha teaches a system for ordering items over computer network using an electronic catalog with the features of said changes including replacing said information with replacement information (col. 10, lines 51 – 53; EDI Vendors must be able to support Cancel/Change 860 transactions, which is construed as including replacement information, and their subsequent acknowledgements); and

adding said rule to a list of known errors that is specific to a trading partner relationship including said supplier and said buyer (col. 15, lines 50 – 52; reports all errors and alerts system operator for attention in the event of a major error taking place. Logs problems to a flat file, which is construed as adding to a list).

The combination of Willner and Wiecha disclose the claimed invention, but fail to explicitly disclose, (2) refining said original information in accordance with said rule to derive replacement information for inclusion in a replacement line item, (d) validating said replacement line item by comparing said replacement information to said catalog to determine whether said replacement line item is valid and (1) including said replacement line item in a final purchase order to said supplier if said replacement line item is valid.

Biscotti teaches a method and apparatus for automated information retrieval and component ordering with the features of

(2) refining said original information in accordance with said rule to derive replacement information for inclusion in a replacement line item (col. 5, lines 60 – 63; The interchanger subsystem 106 may take this information and determine (from information stored in the common database 114 or a local database) substitute products that may functionally replace the product);

(d) validating said replacement line item by comparing said replacement information to said catalog to determine whether said replacement line item is valid (col. 6, lines 19 – 23; the subsystem 106 may obtain a list of possible substitute parts, which is construed as replacement information from the database and compare the required dimensions (of the competitor part, which is construed as said catalog) to the dimensions of a potential substitute part. If a match is obtained, the part is added to a list of substitute parts)

(1) including said replacement line item in a final purchase order to said supplier if said replacement line item is valid (claim 34; further comprising ordering the substitute part, which is construed as said replacement line item, selected);

From this teaching of Wiecha and Biscotti it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the electronic procurement system of Willner to include said changes including replacing said information with replacement information and adding said rule to a list of known errors

that is specific to a trading partner relationship including said supplier and said buyer, (2) refining said original information in accordance with said rule to derive replacement information for inclusion in a replacement line item, (d) validating said replacement line item by comparing said replacement information to said catalog to determine whether said replacement line item is valid and (1) including said replacement line item in a final purchase order to said supplier if said replacement line item is valid, taught by Wiecha and Biscotti, in order to effectively provide service.

As per claims 29 and 37, Willner discloses wherein the step of comparing original information includes the step of comparing original information in said line item to a catalog that is specific to a trading partner relationship including said supplier and said buyer ([Willner abstract]; the comparison unit compares an invoice which is construed as containing a line item, received from the vendor with the record, which is construed as a catalog, that is specific to the buyer and the seller).

As per claims 30 and 38, Willner discloses wherein the step of accessing a rule includes the step of accessing a rule that is specific to a trading partner relationship including said supplier and all buyers ([0016]; the e-procurement system uses an employee's purchasing history, which is construed as a rule, to perform a compatibility check on requested items. This is construed as specific to the supplier and all buyers).

As per claims 31 and 39, Willner discloses wherein the step of correlating said changes to develop a rule includes the step of developing a rule that is specific to a trading partner relationship including said supplier and all buyers ([0016]; the e-procurement system uses an employee's purchasing history, which is construed as a rule, to perform a compatibility check on requested items. This prevents the inadvertent purchase of items that are incompatible with the employee's known previous purchases. This process is construed as specific to the supplier and all buyers).

As per claims 32 and 40, Willner further discloses, comprising the step of evaluating said purchase order to determine a trading partner relationship between said supplier and said buyer ([0013] an employee with greater purchasing authority will review purchase requests in the mailbox and authorize the purchase of appropriate items, which is construed as evaluating the purchase order that can determine a trading partner relationship).

As per claims 41 and 48, Willner discloses a method and computer-based system for processing a purchase order from a buyer to a supplier, comprising the steps of:

(a) selecting a line item in said purchase order for validation ([0013] items, which are construed as line items, electronically selected for purchase, which is construed as a purchase order, either are approved by the e-procurement system, which is construed as validating);

(b) comparing original information in said line item to a catalog containing items offered by said supplier to determine whether said line item is valid ([0015] the e-procurement system then undergoes an automatic electronic reconciliation process, in which the invoice, which is construed as original information in said line item, is compared with the stored record, which is construed as a catalog, of the order on an item by item basis);

(c) in the event that said line item is not valid,

(1) accessing a rule specific to a trading partner relationship including said supplier and said buyer ([0016] the e-procurement system uses an employee's purchasing history, which is construed as a rule specific to the supplier and the buyer, to perform a compatibility check on requested items. This prevents the inadvertent purchase of items that are incompatible with the employee's known previous purchases);

(e) in the event that said replacement line item is not valid,

(1) suspending said purchase order ([0017]; the requester is notified of the availability of the surplus inventory, and processing of the purchase request by the e-procurement system is temporarily suspended);

(2) notifying said supplier that said purchase order contains an invalid line item ([0017] the requester's e-procurement record is updated accordingly, which is construed as notifying the supplier because the record is submitted to the supplier);

(4) including a replacement line item containing said replacement information in a final purchase order to said supplier ([0055] If no other items are to be designated for purchase except those displayed on the shopping cart screen, which are construed as including replacement information, a final order of those items is created by clicking on the "Create Final Order" button);

(f) developing a rule for replacing said information with said replacement information ([0016]; the e-procurement system uses an employee's purchasing history, which is construed as a rule, to perform a compatibility check on requested items. This prevents the inadvertent purchase of items that are incompatible with the employee's known previous purchases. These known previous purchases are construed as replacement information);

However, Willner fails to explicitly disclose elements (2 of c), (d), (2 & 3 of d), (g), (i), (j), and (k).

Wiecha teaches a system for ordering items over computer network using an electronic catalog with the features of:

(3) allowing said supplier to access said purchase order to correct said invalid line item by replacing original information in said invalid line item with corresponding replacement information (col. 10, lines 51 – 53; EDI Vendors must be able to support Cancel/Change 860 transactions and their subsequent acknowledgements);

(g) adding said rule to a list of known errors that is specific to a trading partner relationship including said supplier and said buyer (col. 15, lines 50 – 52; reports all errors and alerts system operator for attention in the event of a major error taking place. Logs problems to a flat file, which is construed as adding to a list);

(i) receiving, from said buyer, a selection of product information from said source for inclusion in a file for updating said catalog (col. 5, lines 20 – 23; receives inputs, which is construed as from said buyer, from CDS & Diskettes 126, which are construed as files for updating said catalog, additions and changes concerning catalog entries & update, pricing updates, which are construed as a selection of product information),

(j) generating, based on said selected product information, a file (col. 5, lines 20 – 23; CATALOG MAINTENANCE CLIENTS receives inputs from CDS & Diskettes, which are construed as generated files. Additions and changes concerning catalog entries & update, pricing updates, are construed as based on said selected product information)

(k) providing said file for updating said selected product information in said catalog with said corresponding replacement information (col. 7, lines 35 – 39; Using Catalog Daemon (CATD) to provide routing by forwarding files across intermediate nodes).

However, Willner and Wiecha fails to explicitly disclose (2 of c), (d), (h) receiving, from said buyer, a selection of a source of information,

said selection of product information based on a review of items in said source of information; and

correlating said selected product information with corresponding replacement information from said source of information.

Biscotti teaches a method and apparatus for automated information retrieval and component ordering with the features of

(h) receiving, from said buyer, a selection of a source of information (col. 9, lines 49 – 51; the user selects a part number or brand name. The user may be presented with a screen whereby the user can specify this information);

said selection of product information based on a review of items in said source of information (col. 9, lines 53 – 58: A comparison is done of the alphanumeric characters entered by the user. A database lookup is performed, which is construed as a review of items, and a result screen displayed); and

correlating said selected product information with corresponding replacement information from said source of information (col. 9, lines 3 – 5; the system determines any matches that exist for the product. The system may also rank the matches using a set of predetermined criteria, which is construed as correlating).

(2) refining said original information in accordance with said rule to derive replacement information for inclusion in a replacement line item (col. 5, lines 60 – 63; The interchanger subsystem 106 may take this information and determine

(from information stored in the common database 114 or a local database)
substitute products that may functionally replace the product);

(d) validating said replacement line item by comparing said replacement information to said catalog to determine whether said replacement line item is valid (col. 6, lines 19 – 23; the subsystem 106 may obtain a list of possible substitute parts, which is construed as replacement information from the database and compare the required dimensions (of the competitor part, which is construed as said catalog) to the dimensions of a potential substitute part. If a match is obtained, the part is added to a list of substitute parts)

From this teaching of Wiecha and Biscotti, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the electronic procurement system of Willner to include elements (3 of d), (g), (i), (j), and (k), (2 of c), (d), (h) receiving, from said buyer, a selection of a source of information, said selection of product information based on a review of items in said source of information; and correlating said selected product information with corresponding replacement information from said source of information taught by Wiecha and Biscotti, in order to effectively provide service.

As per claims 2, 6, 42 and 49, Willner further discloses, comprising the steps of:

comparing original information in a line item to a catalog to determine whether said line item is valid ([0015] in which the invoice, which is construed as original information, is compared with the stored record of the order, which is construed as a catalog, on an item by item basis, which is construed as a line item); and in the event that said line item is not valid ([0015] If an invoice entry differs from the corresponding order entry):

mapping said original information to said list of known errors ([0016]; For example, the e-procurement system would prevent an employee who previously purchased a "Model A" cellular telephone from ordering a "Model B" telephone battery, which is construed as mapping because the original information is being explored for purchasing that does not match), and

However, Willner fails to explicitly disclose accessing said list of known errors.

Wiecha teaches a system for ordering items over computer network using an electronic catalog with the feature of accessing said list of known errors (col. 15, lines 50 – 52; alerts system operator for attention in the event of a major error taking place).

However, the combination of Willner and Wiecha fails to explicitly disclose if said original information exists in said list of known errors, replacing said original information with corresponding replacement information from said list of known errors to derive a replacement line item.

Biscotti teaches a method and apparatus for automated information retrieval and component ordering with the feature of if said original information exists in said list of known errors, replacing said original information with corresponding replacement

information from said list of known errors to derive a replacement line item (col. 5, lines 60 – 63; The interchanger subsystem 106 may take this information, which is construed as the original information, and determine (from information stored in the common database 114 or a local database, which is construed as the list of known errors) substitute products, which is construed as a corresponding replacement information, that may functionally replace the product).

From this teaching of Wiecha and Biscotti, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the electronic procurement system of Willner to include the accessing said list of known errors, taught by Wiecha and replacing said original information with corresponding replacement information from said list of known errors, taught by Biscotti, in order to provide a means of troubleshooting.

As per claims 43 and 50, Willner discloses wherein said product information includes pricing information ([0041]; Catalogs and price lists are downloaded from the vendor systems and are stored in the memory).

As per claims 44 and 51, Willner discloses wherein said source of information contains discrepancy information created by comparing a purchase order from said buyer to a purchase order acknowledgement from said supplier to determine any changes to information in a line item of said purchase order ([Willner abstract]; a record of the purchase order is stored in the memory of the system and the comparison unit

compares an invoice received, which is construed as an acknowledgement, from the vendor with the record, which is construed as the purchase order to determine whether there are any discrepancies).

However Willner fails to explicitly disclose said changes including replacing said information with corresponding replacement information.

Wiecha teaches a system for ordering items over computer network using an electronic catalog, with the feature of said changes including replacing said information with corresponding replacement information (col. 4, lines, 38 – 40; supplier has only to provide a change to a catalog item once, which is construed as including replacement information).

From this teaching of Wiecha, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the electronic procurement system of Willner, to include the discrepancy information taught by Willner, in order to ensure accuracy.

As per claims 45 and 52, Willner discloses wherein said source of information contains discrepancy information ([abstract]; the comparison unit compares an invoice received from the vendor with the record to determine whether there are any discrepancies).

However Willner fails to explicitly disclose created by comparing information in said catalog of said buyer to information in from a catalog of said supplier to determine any differences in said buyer information and said supplier information.

Wiecha teaches a system for ordering items over computer network using an electronic catalog with the feature of wherein said source of information contains comparing information in said catalog of said buyer to information in from a catalog of said supplier to determine any differences in said buyer information and said supplier information (col. 3, lines 21 - 24; where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted, which is construed as comparing the catalog of the buyer with the catalog of the supplier).

From this teaching of Wiecha, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the electronic procurement system of Wiecha, to include the discrepancy information taught by Willner, in order to further ensure accuracy.

As per claims 46 and 53, Willner discloses wherein said source of information is pricing information from a catalog associated with said supplier ([0041]; Catalogs and price lists are downloaded from the vendor systems and are stored in the memory).

As per claims 47 and 54, Willner discloses the claimed invention but fails to explicitly disclose, wherein said source of information is pricing information from a contract agreement associated with said supplier or a third party.

Wiecha teaches a system for ordering items over computer network using an electronic catalog with the feature of wherein said source of information is pricing

information from a contract agreement associated with said supplier or a third party (col. 1, lines 34 – 38; the same item may be offered by more than one supplier, but contracts, which are construed as including pricing information, are frequently negotiated that require a particular item to be procured from only one of these suppliers, and the Purchasing department has to verify this).

From this teaching of Wiecha, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the electronic procurement system of Willner, to include the contract agreement associated with said supplier or a third party taught by Willner, in order to provide verification.

10. Claims 9, 10, 13, 14, 17, 18, 21, and 22 are rejected under 35 U.S.C. 103(a) as being unpatentable over Wiecha (5,870,717) in view of Biscotti et al. (7,272,618).

As per claims 9 and 17, Wiecha discloses a method and computer-based system for updating a catalog of a buyer for use in ordering via an electronic purchase order from said buyer to a supplier (System for ordering items over computer network using an electronic catalog), said method and system comprising the steps of:

receiving, from said buyer, a selection of product information from said source for inclusion in a file for updating said catalog (col. 5, lines 20 – 23; receives inputs, which is construed as from said buyer, from CDS & Diskettes 126, which are construed as files for updating said catalog, additions and changes concerning catalog entries & update, pricing updates, which are construed as a selection of product information),

generating, based on said selected product information, a file (col. 5, lines 20 – 23; CATALOG MAINTENANCE CLIENTS receives inputs from CDS & Diskettes, which are construed as generated files. Additions and changes concerning catalog entries & update, pricing updates, are construed as based on said selected product information)

providing said file for updating said selected product information in said catalog with said corresponding replacement information (col. 7, lines 35 – 39; Using Catalog Daemon (CATD) to provide routing by forwarding files across intermediate nodes).

However, Wiecha fails to explicitly disclose receiving, from said buyer, a selection of a source of information,

said selection of product information based on a review of items in said source of information; and

correlating said selected product information with corresponding replacement information from said source of information.

Biscotti teaches a method and apparatus for automated information retrieval and component ordering with the features of, receiving, from said buyer, a selection of a source of information (col. 9, lines 49 – 51; the user selects a part number or brand name. The user may be presented with a screen whereby the user can specify this information);

said selection of product information based on a review of items in said source of information (col. 9, lines 53 – 58: A comparison is done of the alphanumeric characters entered by the user. A database lookup is performed, which is construed as a review of items, and a result screen displayed); and

correlating said selected product information with corresponding replacement information from said source of information (col. 9, lines 3 – 5; the system determines any matches that exist for the product. The system may also rank the matches using a set of predetermined criteria, which is construed as correlating).

From this teaching of Biscotti, it would have been obvious to one of ordinary skill in the art to modify the system for ordering items over computer network using an electronic catalog of Wiecha include the receiving, from said buyer, a selection of a source of information, said selection of product information based on a review of items in said source of information; and correlating said selected product information with corresponding replacement information from said source of information, taught by Biscotti, in order to provide accurate service.

As per claims 10 and 18, Wiecha discloses wherein said product information includes pricing information (col. 1, lines 32 - 24; the employee transcribes information (such as part numbers and price) from the catalog on to a purchase order).

As per claims 13 and 21, Wiecha discloses wherein said source of information is pricing information from a catalog associated with said supplier (col. 1, lines 23 – 24; the employee transcribes information (such as part numbers and price) from the catalog on to a purchase order).

As per claims 14 and 22, Wiecha discloses wherein said source of information is pricing information from a contract agreement associated with said supplier or a third party (col. 1, lines 34 – 38; the same item may be offered by more than one supplier, but contracts, which are construed as including pricing information, are frequently negotiated that require a particular item to be procured from only one of these suppliers, and the Purchasing department has to verify this).

11. Claims 11, 12, 15, 19, 20, and 23 are rejected under 35 U.S.C. 103(a) as being unpatentable over Wiecha (5,870,717) and Biscotti et al. (7,272,618), further in view of Willner et al. (2002/0065736).

As per claims 11 and 19, Wiecha and Biscotti discloses said changes including replacing said information with corresponding replacement information (col. 4, lines, 38 – 40; supplier has only to provide a change to a catalog item once, which is construed as including replacement information).

However, Wiecha and Biscotti fails to explicitly disclose wherein said source of information contains discrepancy information created by comparing a purchase order from said buyer to a purchase order acknowledgement from said supplier to determine any changes to information in a line item of said purchase order.

Willner teaches an electronic procurement system, with the feature of wherein said source of information contains discrepancy information created by comparing a purchase order from said buyer to a purchase order acknowledgement from said

supplier to determine any changes to information in a line item of said purchase order ([willner abstract]; a record of the purchase order is stored in the memory of the system and the comparison unit compares an invoice received, which is construed as an acknowledgement, from the vendor with the record, which is construed as the purchase order to determine whether there are any discrepancies).

From this teaching of Willner, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the combination of Wiecha and Biscotti, to include the discrepancy information taught by Willner, in order to ensure accuracy.

As per claims 12 and 20, Wiecha and Biscotti discloses wherein said source of information contains comparing information in said catalog of said buyer to information in from a catalog of said supplier to determine any differences in said buyer information and said supplier information (col. 3, lines 21 - 24; where similar items are available, a "Compare" icon can be selected on the screen, causing the items to be listed side by side, with differences highlighted, which is construed as comparing the catalog of the buyer with the catalog of the supplier).

However Wiecha and Biscotti fails to disclose discrepancy information created.

Willner teaches an electronic procurement system, with the feature discrepancy information created ([abstract]; the comparison unit compares an invoice received from the vendor with the record to determine whether there are any discrepancies).

From this teaching of Willner, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the combination of Wiecha and Biscotti, to include the discrepancy information taught by Willner, in order to further ensure accuracy.

As per claims 15 and 23, Wiecha and Biscotti discloses wherein said step of providing said file includes a step selected from the group consisting of:

automatically updating said catalog with said file (col. 4, lines 53 – 55; the Pricing Daemon 132 in turn provides pricing updates, which is construed as automated, and base catalog entries to catalog file servers);

However, Wiecha and Biscotti fails to explicitly discloses transmitting said file to said buyer and providing said file for download by said buyer.

Willner teaches an electronic procurement system, with the features of transmitting said file to said buyer ([abstract]; the system includes a transmitter, which is construed as transmitting the file to the buyer) ([0042] Because the e-procurement system 1 is centrally controlled by the central processing system 2, any modifications to the operation of the e-procurement system 1 need only be made at the central processing system 2, and not at employee terminals, which is construed being transmitted to the buyer, who is the employee); and

providing said file for download by said buyer ([0042]; In such cases, the updated catalogs and/or price lists are downloaded from the vendor systems and are substituted for the old catalogs and/or price lists stored in the memory 6).

From this teaching of Willner, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the combination of Wiecha and Biscotti, to include the transmitting of the file to the buyer and providing the file for download by the buyer, taught by Willner, in order to further ensure accuracy.

12. Claims 16 and 24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Wiecha (5,870,717) and Biscotti et al. (7,272,618), further in view of Bahl (2002/0059113).

As per claims 16 and 24, The combination of Wiecha, Biscotti and Biscotti discloses the claimed invention but fails to explicitly disclose further comprising the steps of:

receiving, from said buyer, a selection of a file format for said file and converting said file into selected file format.

Bahl teaches an automated invoice receipt and management system with field value substitution with the features of receiving, from said buyer, a selection of a file format for said file ([0020] an invoice receipt and management system that can accept invoices, which is construed as in response to a selection, from a plurality of suppliers using a plurality of electronic formats); and

converting said file into said selected file format ([0020] manage and normalize the invoice data, and to provide the invoices to the customer in an electronic data

structure that is compatible with the customers systems for electronic data entry, which is construed as converting into the selected file format).

From this teaching of Bahl, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the combination of Wiecha and Biscotti to include the selection of a file format and converting the file selected file format, in order to make the process universally effective.

13. Claims 27, 28, 35 and 36 are rejected under 35 U.S.C. 103(a) as being unpatentable over Willner et al. (2002/0065736), Wiecha (5,870,717) and Biscotti et al. (7,272,618), further in view of Bahl (2002/0059113).

As per claims 27 and 35, the combination of Willner, Wiecha and Biscotti discloses wherein the step of comparing original information includes the step of comparing a part number ([Willner abstract]; the comparison unit compares an invoice, which is construed as including a n item number (fig. 8), received from the vendor with the record),

However, the combination of Willner, Wiecha and Biscotti does not explicitly disclose the step of accessing a rule includes a rule selected from the group consisting of:

a rule to remove a specific character from said part number, a rule to remove a non-alphanumeric character from said part number, a rule to insert a character in a position in said part number and a rule to fill in a leading character in said part number.

Bahl teaches an automated invoice receipt and management system with field value substitution with the step of accessing a rule includes a rule selected from the group consisting of:

a rule to remove a specific character from said part number ([0107] the mapping rules 200 may indicate which characters, which is construed as specific characters, to truncate);

a rule to remove a non-alphanumeric character from said part number ([0107] the mapping rules 200 may indicate which characters, which is construed as including non-alpha-numeric characters, to truncate);

a rule to insert a character in a position in said part number ([0107] the mapping rules 200 may indicate which characters, which is construed as including s character in position, to add); and

a rule to fill in a leading character in said part number ([0107] the mapping rules 200 may indicate which characters, which is construed as including a leading character, to add).

From this teaching of Bahl, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the combination of Willner, Wiecha and Biscotti to include the rules taught by Bahl, in order to guide the process.

As per claims 28 and 36, the combination of Willner, Wiecha and Biscotti discloses , wherein the step of comparing original information includes the step of comparing a part number ([Willner abstract]; the comparison unit compares an invoice,

which is construed as including an item number (fig. 8), received from the vendor with the record),

However, Willner, Wiecha and Biscotti fail to explicitly disclose, the step of accessing a rule includes a rule selected from the group consisting of:

a rule to truncate said part number if a number of characters in said part number exceeds a predetermined length, a rule to insert a character in said part number until a number of characters in said part number is a predetermined length and a rule to replace a unit of measure with a different unit of measure.

Bahl teaches an automated invoice receipt and management system with field value substitution with the features of wherein the step of comparing original information includes the step of comparing a part number, and the step of accessing a rule includes a rule selected from the group consisting of:

a rule to truncate said part number if a number of characters in said part number exceeds a predetermined length ([0107]; because the normalized transaction field may be either longer or shorter than the client transaction filed, which is construed as a predetermined length, the mapping rules 200 may indicate which characters to truncate);

a rule to insert a character in said part number until a number of characters in said part number is a predetermined length ([0107]; Because the normalized transaction field may be either longer or shorter than the client transaction filed, which is construed as a predetermined length, the mapping rules 200 may indication which characters to add, which is construed as inserting a character); and

a rule to replace a unit of measure with a different unit of measure ([0107]; Because each field in a normalized transaction may include data that is only a portion of a field from a client transaction (for example, a client transaction date field may include a month, day, and year organized as MMDDYYYY while the normalized transaction may include three separate fields identified as month, day, and year), the mapping rules 200 may indicate which portion of the client transaction field to map to the normalized, which is construed as replacing, transaction field. The different date formats are construed as units of measure).

From this teaching of Bahl, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the combination of Willner, Wiecha and Biscotti to include the rules taught by Bahl, in order to further guide the process.

14. Claims 3 and 7 are rejected under 35 U.S.C. 103(a) as being unpatentable over Willner et al. (2002/0065736) and Wiecha (5,870,717), Further in view of Henriques (2004/0139001).

As per claims 3 and 7, the combination of Willner and Wiecha discloses wherein the step of comparing said purchase order includes the step of comparing information selected from the group consisting of:

supplier identifier (col. 1, lines 22 – 23; the purchase order is then sent to the purchasing department of the corporation, which checks the information. These checks

include verifying that the items are being ordered from the correct supplier, which is construed as having a supplier identifier);

supplier part number (col. 1, lines 33 – 34; the employee transcribes information (such as part numbers and price) from the catalog on to a purchase order);

However, Wiecha fails to explicitly disclose supplier unit of measure.

Henriques teaches a network based business to business portal for the retail convenience marketplace with the feature of the supplier unit of measure ([1027] Reference tables: A reference table is like a look up table and is used to standardize the different values an attribute can have. For example the unit of measure, which is construed as a supplier unit of measure, reference table will contain all the allowable UOM values).

From this teaching of Henriques it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the system for ordering items over computer network using an electronic catalog of Wiecha to include the supplier unit of measure, taught by Henriques in order to specify criteria for organizing data.

15. Claims 26 and 34 are rejected under 35 U.S.C. 103(a) as being unpatentable over Willner et al. (2002/0065736), Wiecha (5,870,717) and Biscotti et al. (7,272,618), further in view of Henriques (2004/0139001).

As per claims 26 and 34, the combination of Willner, Wiecha and Biscotti discloses wherein the step of comparing said purchase order includes the step of comparing information selected from the group consisting of:

supplier identifier (col. 1, lines 22 – 23; the purchase order is then sent to the purchasing department of the corporation, which checks the information. These checks include verifying that the items are being ordered from the correct supplier, which is construed as having a supplier identifier);

supplier part number (col. 1, lines 33 – 34; the employee transcribes information (such as part numbers and price) from the catalog on to a purchase order);

However, the combination of Willner, Wiecha and Biscotti fails to explicitly disclose supplier unit of measure.

Henriques teaches a network based business to business portal for the retail convenience marketplace with the feature of the supplier unit of measure ([1027] Reference tables: A reference table is like a look up table and is used to standardize the different values an attribute can have. For example the unit of measure, which is construed as a supplier unit of measure, reference table will contain all the allowable UOM values).

From this teaching of Henriques it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the combination of Willner, Wiecha and Biscotti to include the supplier unit of measure, taught by Henriques in order to specify criteria for organizing data.

Conclusion

16. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Hare et al. (6,850,900 B1), which discloses a full service secure commercial electronic marketplace, Giordano et al. (6,947,900), which discloses a method and apparatus for automatic product listing, Lidner (2003/0014328), which discloses a method and apparatus for offering digital content for sale over a communications network, Howey et al. (2002/0010639), which discloses a computer-based interpretation and location system, and Van Etten et al. (6,892,185), which discloses information translation communication protocol.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Oluseye Iwarere whose telephone number is (571) 270-5112. The examiner can normally be reached on Monday to Thursday 7:30am to 5 (EDT).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Lynda Jasmin can be reached on (571) 272-3033. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 4127

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OI

/Lynda Jasmin/
Supervisory Patent Examiner, Art Unit 4127